

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>K</b>		PAGE OF PAGES <b>1 6</b>		
2. AMENDMENT/MODIFICATION NO. <b>0001</b>		3. EFFECTIVE DATE <b>February 20, 2004</b>		4. REQUISITION/PURCHASE REQ. NO. <b>SP0600-04-1132</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>DEFENSE ENERGY SUPPORT CENTER</b> <b>8725 JOHN J. KINGMAN RD.,</b> <b>SUITE 4950</b> <b>DESC-PEA/RUBY M. GILLETTE</b> <b>FORT BELVOIR, VA 22060-6222</b>		CODE <b>SP0600</b>  <b>(703) 767-9541</b> <b>(703) 767-8506 FAX</b>  <b>P.P.: 1.6A</b>		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)          <b>BIDDER CODE:      CAGE CODE:      DUNS:</b>  CODE      FACILITY CODE				(ii) <b>X</b>		9A. AMENDMENT OF SOLICITATION NO. <b>SP0600-04-R-0055</b>	
						9B. DATED (SEE ITEM 11) <b>FEBRUARY 12, 2004</b>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, <input checked="" type="checkbox"/> is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>N/A</b>							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER Specify type of modification and authority)							
E. <b>IMPORTANT:</b> Contractor [ ] is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE CONTINUATION PAGES							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				DAVID W. PETERSON Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

**A. Acknowledgement of Amendments:** All offerors must acknowledge receipt and acceptance of all amendments to the solicitation. You may do this by signing (blocks 15A, 15B and 15C of Standard Form 30) and returning the amendment or by written acknowledgement of receipt and acceptance as part of the proposal submission package. Also, please be certain to identify any exceptions to the solicitation's terms and conditions.

**B.** Reference page 5 of 55 (Solicitation) and page 3 of 22 (OSP), **Clause B1.05.100 SUPPLIES TO BE FURNISHED (OVERSEAS CCC) (DESC FEB 2004)** is hereby deleted in its entirety and replaced with the following revised clause. Please note changes in quantities and additional information provided:

(a) The supplies to be furnished during the period specified in the INDEFINITE QUANTITY clause, the delivery points, methods of delivery, and estimated quantities are shown below. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum." The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Orders shall be issued pursuant to special contract provisions defined below.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS AND METHOD OF DELIVERY</u>	<u>TOTAL ESTIMATED QUANTITY 3-YEAR QTY</u>
03	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 Eastern & Western Portion of NWS	24,786,519 Liters (6,547,905 Gallons)

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY 3-YEAR QTY</u>
100-03	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 Eastern Portion of NWS JET A-1 conforming to CAN/CGSB-3.23-2002 w/FSII and Corrosion Inhibitor. Freeze Point shall be -52 DEG C. MAX, with Cetane Number of 40.0 (Min) (No cetane improver additives are allowed)	14,239,057 Liters (3,761,561 Gallons)
*100-031	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 Western Portion of NWS JET A-1 conforming to CAN/CGSB-3.23-2002 w/FSII and Corrosion Inhibitor. Freeze Point shall be -52 DEG C. MAX, with Cetane Number of 40.0 (Min) (No cetane improver additives are allowed)	10,547,462 Liters (2,786,345 Gallons)

1001-TRAN	Barge Transportation The Contractor shall provide all personnel, equipment tools, materials, supervision, and services necessary to perform the Western Arctic Sealift Services as further described in the Product Description	
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**\*ONLY FOR LINE ITEM 100-031** – A cetane number of 40.0 minimum is requested. If there are no offers received offering a cetane number of 40.0, the proposal offering that is the closest to the requested minimum cetane number of 40.0 will be considered. A Cetane number that is less than 38.0 will not be considered. **NO CETANE IMPROVER ADDITIVES ALLOWED.**

“Total Estimated Quantity – 3-Year Quantity” contains the current NWS requirement for 2004, 2005 and 2006. The 2005 and 2006 NWS requirements are subject to verification in October 2004 and subsequent years and final adjustment on February 10, 2005 and subsequent years. Please note that for 2005 and 2006 NWS may advise of NWS receipt location and quantity changes via the October and February inputs.

In accordance with Clause I81, **INDEFINITE QUANTITY (OCT 1995)**, the minimum quantity the Government is required to order is seventy-five (75%) of the total estimated contract quantity. This is 18,589,889 liters or 4,910,929 gallons.

The maximum estimated 3-year quantity under this contract is 24,786,519 liters or 6,547,905 gallons.

C. Reference pages 6-7 of 55 (Solicitation) and pages 4-5 of 22 (OSP), the following changes/additions are made to the delivery schedule for line item 100-03 only under paragraph C.1:

**DND - North Warning System Sites/Locations - YEAR 2004:** is hereby revised to change the 3<sup>rd</sup> delivery from 100 mm Kamlock Male to 200 mm Kamlock Male, the 6<sup>th</sup> delivery from FOX-4/Cape Hopper to FOX-4/Cape Hooper, the 10<sup>th</sup> delivery from 100 mm Kamlock Female to 150 mm Kamlock Female and to add the 11<sup>th</sup> delivery - LAB-2/Saglek – 150 mm Kamlock Male.

**DND - North Warning System Sites/Locations - YEAR 2005:** is hereby revised to change the 6<sup>th</sup> delivery from Cape Kiglapait to Cape Kikiviak and the 9<sup>th</sup> delivery from 100 mm Kamlock Female to 150 mm Kamlock Female.

**DND - North Warning System Sites/Locations - YEAR 2006:** is hereby revised to change the 6<sup>th</sup> delivery from FOX-4/Cape Hopper to FOX-4/Cape Hooper, and the 10<sup>th</sup> delivery from 100 mm Kamlock Female to 150 mm Kamlock Female.

D. Reference pages 25-27 of 55 (Solicitation), **Clause B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC MAR 2003)** is hereby revised as follows:

(a) Paragraph f, **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT**, is changed from 60% to 200%.

(b) Paragraph k, **TABLE**, is revised to reflect a change in the 5-day average ending period and reference price.

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published <u>and name of product</u>	Location where reference price <u>is applicable</u>	Method of delivery applicable to the reference <u>price</u>	Reference price as of <u>JAN 09, 2004</u> (date) (exclude <u>all taxes</u> )	Maximum price payable under this contract (includes any tax included in the award <u>price</u>
100-03	Platt's Oilgram Price Report	New York Harbor, Cargo, Jet, (5-Day Average Ending 1/9/04)	Eastern Portion of NWS		\$1.0026 US	
100-031	Platt's Oilgram Price Report	US Gulf Coast Pipeline Jet-54 (USGC), (5-Day Average Ending 1/9/04)	Western Portion of NWS		\$0.9809 US	

E. Reference page 9 of 55 (Solicitation) and page 7 of 22 (OSP), paragraph E.2 **Basis of Payment**, offers should be based on the 5-day average ending January 9, 2004.

**F. The following "Special Notes" are added to the Solicitation:**

(a) I1.03-1 (i) - Payment - will be subject to the memorandum from the US Office of the Under Secretary of Defense dated 83 Apr 28, Subject Payments on contracts with Canadian Commercial Corporation, the language in the memorandum will govern.

(b) I1.04 (d) - In accordance with FAR Subpart 25.1001, all audits shall be performed by Consulting and Audit Canada, Department of Public Works and Government Services (Canada) and the Department of National Defense (Canada) provides inspection personnel, services and facilities, at no charge to the Defense Departments and Agencies (US). Signature by the Department of National Defense (Canada) quality assurance representative on the DoD inspection and acceptance form is satisfactory evidence of acceptance for payment purposes.

(c) The product being offered will be from 100% Canadian origin and there will be no recruitment from the US in the performance of any resulting contract. Therefore the reference FAR clauses in Clause I1.04 are not applicable.

(d) Funding: Accounting and appropriation data will be cited on each delivery order.

(e) Send all receipts for certification to:

ACC PMS/LGS  
ATTN: Albert Lambert  
11817 Canon Blvd., Suite 310  
Newport News, VA 213606-4516

(f) Modification for price changes will be processed by fax within four (4) days of receipt of a price change notification fax from C.C.C. Fax from DESC will state item number(s), current price(s), amended price(s), effective date, confirming expenditure and the new total dollar value (Canadian).

**G. Reference page 42 of 55 (Solicitation), Clause F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998), paragraph (a) is hereby revised as follows:**

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
100-03/100-031	Headquarters Air Combat Command ACC PMS/LGS Attn: Albert L. Lambert 11817 Canon Blvd., Suite 310 Newport News, VA 23606-1988  Phone: 757-764-9471 Fax: 757-764-9477	Defense Finance and Accounting Services Columbus Center Attn: DFAS-BVDFP/CC P.O. Box 182317 Columbus, Ohio 43218-2317  Fax: 614-693-0671 or 0494
	DAEPM (R & CS) 4-2 North Warning System Office National Defense Headquarters MGen George R. Peakes Building Ottawa, Ontario K1A 0K2	
1001-TRAN	Headquarters Air Combat Command ACC PMS/LGT Attn: Moses David 11817 Canon Blvd., Suite 310 Newport News, VA 23606-1988  Phone: 757-764-9478 Fax: 757-764-9477	Defense Finance and Accounting Services Limestone Center Attn: DFAS-LI-AOG 27 Arkansas Road Limestone, ME 04751-1500
	DAEPM (R & CS) 4-2 North Warning System Office National Defense Headquarters MGen George R. Peakes Building Ottawa, Ontario K1A 0K2	

**H.** Reference page 22 of 22 (OSP), please note that quantities have been revised.

## **CANADIAN PC&S PRICE DATA SHEET (NORTH WARNING SYSTEM)**

### **FOB DESTINATION ITEMS**

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS AND METHOD OF DELIVERY</u>	<u>TOTAL ESTIMATED QUANTITY 3-YEAR QTY</u>	
03	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 Eastern & Western Portion of NWS	24,786,519 Liters (6,547,905 Gallons)	
<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY 3-YEAR QTY</u>	<u>UNIT PRICE CN\$/LITER</u>
100-03	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 Eastern Portion of NWS JET A-1 conforming to CAN/CGSB-3.23-2002 w/FSII and Corrosion Inhibitor. Freeze Point shall be -52 DEG C. MAX, with Cetane Number of 40.0 (Min) (No cetane improver additives are allowed)	14,239,057 Liters (3,761,561 Gallons)	_____
100-031	Jet Fuel, Aviation (JA1) NSN: 9130-00-753-5026 Western Portion of NWS JET A-1 conforming to CAN/CGSB-3.23-2002 w/FSII and Corrosion Inhibitor. Freeze Point shall be -52 DEG C. MAX, with Cetane Number of 40.0 (Min) (No cetane improver additives are allowed)	10,547,462 Liters (2,786,345 Gallons)	_____
1001-TRAN	Barge Transportation The Contractor shall provide all personnel, equipment tools, materials, supervision, and services necessary to perform the Western Arctic Sealift Services as further described in the Product Description	2004 2005 2006	_____ _____ _____

**I. All other terms and conditions remain unchanged.**